

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO SALARY FOR
AREA PLAN COMMISSION EXECUTIVE DIRECTOR, BETWEEN:**

**RIPLEY COUNTY COUNCIL,
BOARD OF COMMISSIONERS OF RIPLEY COUNTY, INDIANA,
TOWN OF HOLTON, INDIANA,
TOWN OF MILAN, INDIANA,
TOWN OF NAPOLEON, INDIANA,
TOWN OF OSGOOD, INDIANA,
TOWN OF SUNMAN, INDIANA, AND
TOWN OF VERSAILLES, INDIANA.**

This Agreement (hereinafter "Agreement"), made and entered into by and between the County Council of Ripley County, Indiana (hereinafter "Council"), Board of Commissioners of Ripley County, Indiana (hereinafter "Commissioners"), Town of Holton, Indiana (hereinafter "Holton"), Town of Milan, Indiana (hereinafter "Milan"), Town of Napoleon, Indiana (hereinafter "Napoleon"), Town of Osgood, Indiana (hereinafter "Osgood"), Town of Sunman, Indiana (hereinafter "Sunman"), and Town of Versailles, Indiana (hereinafter "Versailles"), all of which are Indiana local governments/political subdivisions. The Area Plan Commission of Ripley County, Indiana (hereinafter "Plan Commission") is listed within this Agreement as a non-party, due to it statutorily being the administrative body charged with the hiring, direction and supervision of an Executive Director and employees of the Area Plan Commission:

WITNESSTH:

WHEREAS, the Area Plan Commission of Ripley County, Indiana (hereinafter "Plan Commission"), is responsible for hiring an Executive Director, and the previous Executive Director retired on May 29, 2026, and said wage/salary of the former executive director was approximately Fifty-Five Thousand Dollars (\$55,000.00). The Plan Commission seeks to hire a new Executive Director (hereinafter "Director"), and the six (6) Towns that participate with the Area Planning Commission Zoning and Subdivision Control Code, being Holton, Milan, Napoleon, Osgood, Sunman, and Versailles, (hereinafter collectively "Towns"), have expressed a desire to participate with an appropriation and contribution of money to supplement and offset the Plan Commission's compensation/salary (funded by the Council) of an Executive Director of the Plan Commission who has a higher level of education (hereinafter "college degree") and experience in local planning and zoning; and,

WHEREAS, a suitable applicant/candidate for the position of Director has been interviewed, with college degree in urban planning and experience in planning and zoning. The Towns, desire the Plan Commission to hire said applicant/candidate, and the parties understand that the base wage/salary of said applicant/candidate will be Eighty Thousand Dollars (\$80,000.00), resulting in an approximate total salary, with benefits of: PERF, Federal withholding, and worker's compensation, of Ninety-Five Thousand One Hundred Eighty Dollars (\$95,180.00) without insurance costs. The Board of Commissions of Ripley County (hereinafter "Commissioners"), by 2-1 vote, have agreed to offer two (2) weeks of paid vacation in the first

year of applicant's/candidate's employment, to help secure this applicant's/candidate's acceptance of the position; and The Ripley County Council (hereinafter "Council"), by 5-2 vote, has agreed to fund the \$80,000.00 base salary of the Director for the Plan Commission, with benefits, contingent upon: 1) the Commissioners not utilizing an earlier appropriation of Eighteen Thousand Dollars (\$18,000.00) for the drafting of three (3) specific ordinances related to Data Centers, Commercial Solar Energy Systems and Battery Energy Storage Systems (with possible reduction of appropriation back to the General Fund of Ripley County); and 2) the participating Towns to fund a minimum of Fifteen Thousand One Dollars (\$15,001.00) to Ripley County, Indiana; and,

WHEREAS the Towns, believe that more responsible growth and development can be achieved with a Director, with a college degree in urban planning and prior experience in planning and zoning matters. The Towns further believe that the benefits of such applicant/candidate, will be of a long term benefit to the citizens of said Towns, and the Towns agree to provide the appropriation and contribution of money in a combined amount of Fifteen Thousand One Dollars (\$15,001.00) to Ripley County, Indiana to offset the increased wage/salary for said Director position, and agree to appropriate and contribute the following amounts, based on a proportionate breakdown of population, specifically set forth below, for a period of five (5) years beginning on August 1, 2026, and ending on July 31, 2031, as a contribution to Ripley County, Indiana, to offset the cost of the more educated and experienced Director as follows:

Holton - annual contribution amount:	\$ 887.00
Milan - annual contribution amount:	\$ 3,809.00
Napoleon - annual contribution amount:	\$ 495.00
Osgood - annual contribution amount:	\$ 3,317.00
Sunman - annual contribution amount:	\$ 1,940.00
Versailles - annual contribution amount:	<u>\$ 4,553.00</u>
Total:	\$15,001.00

and,

WHEREAS, the Towns, Council and Commissioners, understand and acknowledge that wages and salaries will likely increase, based on cost of living, over the five (5) year duration of this contract, and that the Towns and Council will be expected to increase each local government's contribution to the wage/salary of the Director, annually, at the Towns' respective budget hearings, and to appropriate the proportionate cost of living increase for the Director's wage/salary, and contribution to Ripley County, Indiana.

WHEREAS, the Council, Commissioners and Towns recognize the importance of responsible growth and development, and each Town and the Council, that is a party to this Agreement, shall continue to contribute the monetary amounts set forth herein. In the event that any Town determines that it can no longer participate financially with its respective contribution, the remaining Towns shall be permitted to add more/supplement its appropriation/contribution

toward the \$15,001.00 overall contribution (plus cost of living increases) to continue with this Agreement. In the event that the remaining participating Towns cannot meet the \$15,001.00 contribution (plus cost of living increases), this Agreement shall terminate, and neither the Plan Commission shall be required to hire a Director at this wage/salary, nor the Council to appropriate said wage/salary set forth above; and

WHEREAS, the Council, Commissioners and Towns are authorized to enter into a joint agreement for the contribution to the wage/salary of a Director of the Plan Commission, pursuant to Indiana Code 36-1-7-1 et. seq.; and that said Council, Commissioners and Towns are authorized to enter into and carry out its terms; and,

WHEREAS, the operations of the Plan Commission shall remain the same, wherein the Plan Commission shall have the exclusive authority hiring, supervising, directing the Director in relation to the Director's duties, and employee remaining under the purview and authority of the Plan Commission, exclusively, pursuant to Indiana Codes 36-7-4-311, 36-7-4-312 and 36-7-4-402. The Towns, while contributing to the wage/salary of the Director, shall not hire, supervise, direct or conduct employee reviews in relation to the Director or employees of the Plan Commission. It is understood and acknowledged by all parties and non-party that the position of Director is an "at-will" employee position, subject to the provisions of the Ripley County, Indiana Employee Handbook, with the exception of this specific applicant to be hired as Director; and

WHEREAS, the Council, Commissioners and Towns believe that it is the best interest of the citizens of the participating Towns and Ripley County, Indiana, for the future growth and development within said area, to improve planning and zoning within Ripley County, including but not limited to: oversight of applications; amendments to the zoning code; enforcement; and updates and changes in law, where necessary, to efficiently guide the growth of homes, business, industry and infrastructure in the Towns and Ripley County, Indiana, and to promote current and future economic growth and development.

IT IS HEREBY AGREED AS FOLLOWS:

1. DURATION OF AGREEMENT. The duration of this Agreement shall be for a period of Five (5) years beginning on August 1, 2026 and ending on July 31, 2031.
2. DUTIES OF PLAN COMMISSION. The Plan Commission shall make reasonable efforts to hire a Director with a college degree in urban planning to serve as the Executive Director of the Plan Commission.
3. DUTIES OF TOWNS. The Towns shall appropriate and provide the combined sum of Fifteen Thousand One Dollars, (\$15,001.00), payable to Ripley County, Indiana, for deposit in the General Fund, beginning on August 1, 2026, and continuing each August 1, thereafter through August 1, 2030, to supplement the higher wage/salary of the Director, upon the Plan

Commission hiring a Director with college degree in urban/rural planning, and experience in planning and zoning matters.

A. ALLOCATIONS FROM EACH TOWN:

Holton - annual contribution amount:	\$ 887.00
Milan - annual contribution amount:	\$ 3,809.00
Napoleon - annual contribution amount:	\$ 495.00
Osgood - annual contribution amount:	\$ 3,317.00
Sunman - annual contribution amount:	\$ 1,940.00
Versailles - annual contribution amount:	<u>\$ 4,553.00</u>
Total:	\$15,001.00

B. COST OF LIVING INCREASES: Council and Towns understand and acknowledge that wages and salaries will increase, based on cost of living, over the five (5) year duration of this contract, and that the Towns and Council will increase each local government's contribution to the wage/salary of the Director, annually, at the Towns' respective budget hearings, and appropriate and contribute the proportionate cost of living increase for the Director's wage/salary, to Ripley County, Indiana.

4. DUTIES OF COUNCIL. The Council shall appropriate the amount necessary to fund the wage/salary of the Director within the Plan Commission's budget less the Towns

contributions set forth herein, (adjusted for cost of living increases that shall be paid proportionately by the Towns and Council), during the term of this Agreement, unless budget shortfalls preclude the Council from funding such position.

6. DUTIES OF COMMISSIONERS. The Commissioners shall allow access to the Director for all benefits available to employees of Ripley County, Indiana Government. Ripley County, IN shall be responsible for workers' compensation insurance and federal withholding, and carry liability insurance related to said Director and Plan Commission office staff.

7. AUTHORITY AND DIRECTION. The operations of the Plan Commission shall remain the same, with the hiring, supervision, direction and employee review being under the purview and authority of the Plan Commission, exclusively, pursuant to Indiana Codes 36-7-4-311, 36-7-4-312 and 36-7-4-402. The Towns shall not hire, direct, supervise or conduct employee reviews of the Director or employees of the Plan Commission. The position of Director has been and shall remain an "at-will" employee position.

8. SUPPLEMENTAL DOCUMENTS. The Council, Commissioners and Towns shall execute any and all supplementary documents and to take such steps as are reasonably necessary and appropriate to accomplish the purposes and to complete the provisions of this Agreement.

9. SEVERABILITY. The provisions in this Agreement are severable to the effect that if any provision shall be declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10. TERMINATION. This Agreement may be terminated upon any of the following occurrences:

- A. This Agreement may be terminated if a Director, with college degree in planning is unable to be located and hired within 180 days from such Director's resignation or termination.
- B. This Agreement may be terminated in the event that any Town determines that it can no longer participate financially with its respective contribution, and the remaining Towns are unable to add more/supplement its respective share of appropriation/contribution toward the \$15,001.00 overall contribution (plus cost of living increases) to continue with this Agreement.
- C. Should this Agreement be terminated for the aforementioned or any other valid reason, this Agreement shall terminate, and neither the Plan Commission shall be required to hire a Director, with college degree and experience in planning and zoning matters, at this higher wage/salary, nor the Council to appropriate said higher wage/salary set forth above.

11. ANTI-DISCRIMINATION. Pursuant to Indiana Code 22-9-1-10, neither the Council, Commissioners or Towns, its agents or contractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, color religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

12. NOTICES. Any notices required or permitted under this Agreement, including change of address, shall be given to the parties and non-party at their respective mailing addresses provided below by deposit in the United States Mail, Certified Mail Return Receipt Requested, with proper postage affixed thereto, and which notices shall be effective three days after mailing:

Party:	Council:	Ripley County Council c/o Auditor of Ripley County, Indiana 102 West First North Street P.O. Box 235 Versailles, IN 47042
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Party:	Commissioners:	Ripley County Commissioners c/o Auditor of Ripley County, Indiana 102 West First North Street P.O. Box 235 Versailles, IN 47042
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Party:	Holton:	Town of Holton, IN Attn.: Clerk/Treasurer 7044 W. Versailles Street Holton, IN 47023
Party:	Osgood:	Town of Osgood, IN Attn.: Clerk/Treasurer 147 W. Ripley Street Osgood, IN 47037
Party:	Milan:	Town of Milan, IN Attn.: Clerk/Treasurer 211 W. Carr Street Milan, IN 47031
Party:	Napoleon:	Town of Napoleon, IN Attn.: Clerk/Treasurer 2675 W. Main Street P.O. Box 47 Napoleon, IN 47034
Party:	Sunman:	Town of Sunman, IN Attn: Clerk/Treasurer 604 N. Meridian Street P.O. Box 460 Sunman, IN 47041
Party:	Versailles:	Town of Versailles, IN Attn.: Clerk/Treasurer 128 North Main Street P.O. Box 436 Versailles, IN 47042
Non-Party:	Plan Commission:	Area Plan Commission of Ripley County, IN 102 W. First North Street P.O. Box 151 Versailles, IN 47042

13. EXECUTION IN COUNTER-PARTS. This Agreement may be executed in multiple counterparts by the parties hereto with the multiple counterparts constituting the same, single, complete, and entire Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Council, Commissioners and Towns; supercedes all prior discussions, negotiations, understandings, and agreements between them relative to this agreement; and cannot be altered, amended, or terminated, except as provided herein, without the written agreement of the parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, no assignment of this Agreement shall be permitted without the express written consent of the non-assigning party.

15. DISPUTE RESOLUTION. If there are disputes arising under this Agreement, the disputes shall initially be discussed in a settlement conference to be held among the following: One (1) member of each participating Town appointed by each Town; one (1) member of the Commissioners, appointed by the Commissioners; and one (1) member of the Council appointed by the Council; and One (1) member of the Plan Commission appointed by the Plan Commission, who shall not have any settlement authority, but shall be present solely to provide information to the parties to this Agreement. If there is no resolution of the dispute at the settlement conference, the dispute shall be submitted to mediation, pursuant to the Rules of Alternative Dispute Resolution prior to initiating litigation. In the event that the parties cannot

agree on an acceptable mediator, a mediator shall be appointed by the Judge of the Circuit Court of Ripley County. All costs of the mediator shall be equally shared by the parties.

The dispute procedures listed in Paragraph 15 above, shall not be construed as a final administrative procedure or remedy under the law. Paragraph 15 above is merely an avenue for the parties to attempt to resolve any dispute prior to formal mediation under the Indiana Rules of Alternative Dispute Resolution.

16. EFFECTIVE DATE. This Agreement shall be effective, pursuant to Indiana Code 36-1-7-10, upon the occurrence of all of the following:

- a) Execution by the Council;
- b) Execution by the Commissioners;
- c) Execution by Holton;
- d) Execution by Milan;
- e) Execution by Napoleon;
- f) Execution by Osgood;
- g) Execution by Sunman;
- h) Execution by Versailles;
- i) Execution by Plan Commission, acknowledging receipt and review;
- j) Recording the Agreement with the Recorder of Ripley County, Indiana;

- k) Filing the Agreement with each Clerk of the Towns;
- l) Filing the Agreement with the Auditor of Ripley County, Indiana; and
- m) Pursuant to Indiana Code 36-1-7-6, this Agreement shall be filed with the State Board of Accounts, for audit purposes, not later than Sixty (60) days after it takes effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth on each signature page below.

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

RIPLEY COUNTY COUNCIL

RON DECKER, PRESIDENT

PEGGY EHLERS

DAVID TEBBING

STAN WIEDEMAN

ANDREW DECKER

STEPHANIE BACK

ATTEST:

DIANE MACEK

AMY COPELAND, AUDITOR
RIPLEY COUNTY, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

BOARD OF COMMISSIONERS OF RIPLEY COUNTY, IN

MARK HORSTMAN, PRESIDENT

JEFF VOLZ, COMMISSIONER

ROGER GULLION, COMMISSIONER

ATTEST:

AMY COPELAND, AUDITOR
RIPLEY COUNTY, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

TOWN BOARD OF HOLTON, IN

ANDREW STRATTON

PAUL HUGHES

PHYLLIS NIGHBERT

ATTEST:

ANGI FARRELL, CLERK TREASURER
TOWN OF HOLTON, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

TOWN BOARD OF MILAN, IN

DEB SHUMATE, PRESIDENT

ANDREW OLMAN

DILLON DAVIDSON

ATTEST:

MELISSA TEER, CLERK TREASURER
TOWN OF MILAN, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

TOWN BOARD OF NAPOLEON, IN

STEVE YOUNGMAN, PRESIDENT

BILL VANKIRK

JOHN SNYDER

ATTEST:

SHIRLEY J. MEYER, CLERK TREASURER
TOWN OF NAPOLEON, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

TOWN BOARD OF OSGOOD, IN

CHRIS KUHN, PRESIDENT

HOLLEY ROSE

BILL ROBERTS

ATTEST:

TAMMY WILHOIT, CLERK TREASURER
TOWN OF OSGOOD, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

TOWN BOARD OF SUNMAN, IN

CAROL ECKSTEIN, PRESIDENT

RANDY ZINS

MEGAN DELL

ATTEST:

CHERYL TAYLOR, CLERK TREASURER
TOWN OF SUNMAN, IN

IN WITNESS WHEREOF, this Agreement acknowledged, entered into and executed:

_____, 2026.

TOWN BOARD OF VERSAILLES, IN

ROXANNE MEYER, PRESIDENT

RENEE HART

JOSH COMBS

ATTEST:

SARAH BAUMAN, CLERK TREASURER
TOWN OF VERSAILLES, IN

COPY RECEIVED AND REVIEWED: _____, 2026.

AREA PLAN COMMISSION OF RIPLEY COUNTY, IN

STEVE YOUNGMAN, PRESIDENT

DAVID OSBORNE, VICE PRESIDENT

JEFF FRENCH, MEMBER

MARK SALYERS, MEMBER

TODD AULT, MEMBER

DOUG SMITH, MEMBER

DOUG RUMP, MEMBER

RICK SHUMATE, MEMBER

DUSTIN PAYNE, MEMBER

BRENT BASCOM, MEMBER

MICAHA WEBSTER, MEMBER

ATTEST:

VICKI TAYLOR, SECRETARY
INTERIM EXECUTIVE DIRECTOR

This document was prepared by:

John A. Ertel,
Attorney for Ripley County, Indiana
County Council and
Board of Commissioners
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This document was reviewed by:

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and Versailles, Indiana
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Versailles, IN 47042
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Versailles, IN 47042
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This document was reviewed by:

John L. Kellerman,
Attorney for the Town of Sunman, Indiana
105 E. George Street
Batesville, IN 47006
(812) 934-4334

This document was reviewed by:

The Town of Holton, Indiana

I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO
REDACT EACH SOCIAL SECURITY NUMBER IN THE DOCUMENT, UNLESS REQUIRED BY LAW.
John A. Ertel, Attorney.